

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

MICHELLE L. SLEPCEVICH)	
)	
)	No. 2:17-CV-01081
)	
v.)	
)	
INTERTRACTOR AMERICA CORP.)	
)	
)	
)	

VERIFIED COMPLAINT

The Plaintiff, MICHELLE L. SLEPCEVICH, by her attorneys, RIZZO & DIERSEN S.C., by Mick H. Sellergren, do allege the following as a Complaint against the above-named Defendant:

PARTIES

1. Plaintiff Michelle L. Slepceovich (“Slepceovich”) is an adult female resident of the State of Illinois residing at 1901 W. Oakleaf Drive, McHenry, IL 60051. Slepceovich is a former employee of Intertractor America Corp. and former subordinate of Nathan Stupka.

2. Defendant, Intertractor America Corp. (“Intertractor”) is a foreign business entity registered to do business in the state of Wisconsin with its principle place of business at 960 Proctor Drive, Elkhorn, WI 53121. Intertractor is a subsidiary of Italtractor ITM, a foreign business entity, which itself is a subsidiary of Titan International, Inc.

JURISDICTION

3. This case presents issues under federal law, specifically Title VII of the Civil Rights Act of 1964. This Court therefore has federal-question jurisdiction under 28 U.S.C. § 1331.

4. Slepceovich timely filed her Charge of Discrimination with the EEOC.

5. Slepceovich has timely instituted this action on August 7, 2017 after her receipt of Notice of Right to Sue dated May 9, 2017. The Notice of Right to Sue is attached as Exhibit A and incorporated herein.

6. The allegations that Slepceovich now brings before the Court track those presented to the EEOC in her Charge of Discrimination.

7. Slepceovich presents claims that are brought under state law as well. These include allegations that Stupka battered Slepceovich and falsely imprisoned her in the state of Illinois. The Court has jurisdiction over these claims by the doctrine of pendent jurisdiction. The Court has the constitutional power to exercise pendent jurisdiction because Slepceovich has presented a substantial federal claim over which federal courts have subject matter jurisdiction and there is a common nucleus of operative facts shared by all claims. Judicial economy is served by the Court's assumption of jurisdiction over these state law claims because sending those claims to state court would result in a wasteful and duplicative expenditure of resources.

VENUE

8. Venue is proper in the Milwaukee Division of this district under 28 U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to the claim - most particularly Slepceovich's employment with Intertractor and the hostile environment she endured - occurred in Walworth County, Wisconsin.

BACKGROUND

9. Slepceovich was hired by Intertractor as a part-time employee in the Planning Department in October 2011.

10. In approximately February 2012, Slepceovich was hired as a full-time employee and promoted to the position of Accounting Assistant.

11. Slepceovich's new supervisor upon her promotion in February 2012 was Nathan Stupka. Stupka held the position of Commercial Director until May 2014, at which time he became the President of Intertractor. As such, Stupka was superior to Slepceovich in the chain of command at Intertractor at all times relevant to this complaint.

12. Stupka had the authority to undertake or recommend tangible employment decisions affecting Slepceovich and had authority to direct Slepceovich's daily work activities.

13. At all times relevant to these allegations, Stupka was married to Amy Stupka.

14. In September of 2014, Stupka and Slepceovich began text messaging and talking with one another inside and outside of work.

15. On September 16, 2014 Stupka invited Slepceovich to dinner at Geneva Chophouse, this time under the guise of a "departmental meeting" involving several other female – and only female - employees. Slepceovich attended this dinner because she felt she had to if it involved her entire department, even though September 16 was her son's birthday.

16. After dinner on September 16, 2014 Stupka invited Slepceovich to spend the night with him at the Grand Geneva Resort & Spa. Slepceovich declined and explained to Stupka that she did not feel comfortable with the arrangement because Stupka was both married and her supervisor.

17. Despite Slepceovich declining to sleep with him, Stupka continued to text and talk with Slepceovich outside of work. The conversations were of a sexual nature. Stupka told Slepceovich, amongst other things, that his mood at work depended on her behavior towards him.

18. On or about October 12, 2014 Stupka invited Slepceovich to dinner at Rivers Casino in Illinois. Stupka provided Slepceovich with money to spend at the casino. Slepceovich declined the offer of money, but Stupka insisted that she keep it, so Slepceovich submitted to his wishes and kept the money.

19. On or about October 12, 2014, Slepceovich went to Stupka's room at the Rivers Casino hotel. Stupka gave Slepceovich a beer, shoved more money into Slepceovich's purse, and told her that everything that happens in the hotel room needs to remain a secret, or else they will both lose their jobs and Stupka would lose everything. Stupka demanded sex, and Slepceovich conceded to Stupka's demand for sex because she feared for her job. Slepceovich declined to perform oral sex on Stupka, and thereafter Stupka would frequently remind Slepceovich "remember, you owe me" and "remember, you owe me a blowjob."

20. On or about October 21, 2014 Stupka was again at a hotel, this time at Grand Geneva Resort & Spa in Lake Geneva, Wisconsin. He invited Slepceovich to his hotel room, ostensibly so they could talk as "just friends". In actuality, Stupka shut the curtains and lay down on the bed and asked Slepceovich to join him on the bed. Stupka explained that the point of her being there was not to "just sit on top of the covers". Slepceovich declined to have sex with Stupka, but while eating a meal in Stupka's hotel room, Stupka insisted that Slepceovich sit in his lap while he was eating a burger. Slepceovich used the receipt of a text from her child as an excuse to leave, and Stupka remarked "I can't have you but I want you" and "don't forget, you still owe me."

21. In November 2014, Slepceovich told Cheryl Grimm ("Grimm"), a manager at Intertractor, about how Stupka had coerced her into intercourse at Rivers Casino hotel. Grimm told Slepceovich that reporting this to Intertractor human resources was a bad idea because

Slepceovich and Stupka could both lose their jobs, that everyone at Intertractor could lose their jobs, and that Stupka had a wife and children to support. Slepceovich, perceiving her job to be in jeopardy if she reported Stupka's behavior, decided that she would not report it to human resources.

22. In November 2014, Slepceovich began dating her current boyfriend.

23. Stupka became jealous when he learned of Slepceovich's new boyfriend. Despite knowing about her boyfriend, Stupka still invited Slepceovich out to dinner or to his hotel room on several occasions in November and December 2014. Stupka would become angry each time that Slepceovich declined his advances. Stupka texted Slepceovich to ask her how many times she had sex with her new boyfriend. Slepceovich insisted that he stop texting her, but Stupka continued to text her anyway.

24. At the Intertractor Christmas party on December 13, 2014 Slepceovich danced with a male coworker, James Clouse. Stupka told Slepceovich that she gave Clouse "an erection like he (Stupka) had never had before."

25. The next day, December 14, 2014 at 5:55AM Stupka's wife, Amy Stupka, left Slepceovich a voicemail at work despite the fact that the two women were not acquainted with one another. In the voicemail, Amy Stupka threatened Slepceovich's job if she were to text Stupka again. Later that day, Amy Stupka held a three-way phone call with Stupka and Slepceovich, during which Amy Stupka set rules for Slepceovich, including that she was not allowed to be alone or to talk to Stupka, her boss. Slepceovich cried throughout the conference call. Amy Stupka mailed Slepceovich a letter to her home address in April of 2015 reiterating the threat to Slepceovich's job and berating Slepceovich for her relationship with Stupka.

26. In January of 2015, Stupka planned to fire Slepceovich. However, he was talked out of this by Grimm, who pointed out that such an action would “create a problem”.

27. In November 2015, Grimm, a manager at Intertractor, instructed Slepceovich to write a letter to Amy Stupka in order to ask her forgiveness for her relationship with Stupka. Grimm further instructed Slepceovich to not go to the Christmas party that year. Finally, Grimm stated Slepceovich was the reason that there were no more department dinners.

28. Slepceovich’s employment with Intertractor was terminated on May 5, 2016. The stated reason for her termination was that “it’s just not working out”. Slepceovich asked Grimm for the real reason, and Grimm replied that Intertractor was making cut-backs.

29. Upon information and belief, the reasons of “it’s just not working out” and “cut-backs” are pretexts for discrimination.

**COUNT 1: SEXUAL HARASSMENT CREATING A HOSTILE WORK
ENVIRONMENT IN VIOLATION OF TITLE VII**

30. Plaintiff hereby incorporates by reference and re-alleges the preceding allegations.

31. Slepceovich is female and therefore belongs to a class protected from sex discrimination as a matter of law.

32. All of these sexual advances and sexual acts by Stupka described in paragraphs 16-20, 23, and 24 were unwelcome, unsolicited, and uninvited,

33. Stupka's sexual advances and sexual acts towards Slepceovich were motivated by the fact that Slepceovich is female.

34. Stupka's sexual advances and sexual acts, Amy Stupka’s communications to Slepceovich, and Grimm’s instructions and her unwillingness to do anything about the harassment created a work environment that was both subjectively and objectively hostile.

35. Intertractor is vicariously liable for Stupka's acts because Stupka was Slepceovich's supervisor and Stupka was, at all times relevant to this Complaint, either the Commercial Director or the President of Intertractor.

36. Slepceovich suffered tangible employment consequences because of Stupka's harassment, including but not limited to termination of her employment, and the consequences described in paragraphs 25-27 above.

37. As a result of Stupka's unwelcome advances and the tangible impact on her employment, Slepceovich suffered from stress, humiliation, embarrassment, nausea, headaches, weight loss, and insomnia, and has suffered compensable emotional harm.

38. Intertractor's conduct was both malicious and reckless, as it knew of Stupka's conduct through its managers, including Stupka and Grimm, and it failed to remedy the problem and instead placed the blame on Stupka.

PRAYER FOR RELIEF

1. As to Count 1, an award of compensatory damages in an amount to be determined pursuant to 42 U.S.C. § 1981a(a)(1).

2. As to Count 1, a finding that the act of discrimination was malicious or reckless and an award of punitive damages pursuant to 42 U.S.C. § 1981a(a)(1).

3. As to Count 1, costs and attorneys fees pursuant to 42 U.S.C. § 1988.

4. As to Count 1, an award of back pay, including lost fringe benefits, with interest pursuant to 42 U.S.C. § 2000e-5(g)(1) in an amount to be determined.

5. As to Count 1, any other equitable relief that the Court finds appropriate pursuant to 42 U.S.C. § 2000e-5(g)(1), including front pay and reinstatement.

A TRIAL BY JURY IS HEREBY DEMANDED.

Respectfully submitted,

/s/ Mick H. Sellergren

Mick H. Sellergren #1087039

Dated August 7, 2017

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